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Collective Bargaining Agreements

10-30-1977

Great Atlantic and Pacific Tea Company, Inc., Indianapolis/ Louisville Division and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 227 (1977)

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Great Atlantic and Pacific Tea Company, Inc., Indianapolis/Louisville Division and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 227 (1977)

Location

IN; KY

Effective Date

10-30-1977

Expiration Date

10-25-1980

Number of Workers

1800

Employer

Great Atlantic & Pacific Tea Company, Inc., Indianapolis/Louisville Division

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

227

NAICS

44

Sector

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Item ID

6178-008b173f012_02

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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AGREEMENT

By and Between

The Great Atlantic & Pacific
Tea Company, Inc.
Indianapolis-Louisville Division

And

Amalgamated Meat Cutters
& Butcher Workmen
of North America
Local No. 227

MEATS & CLERKS,
LOUISVILLE DIVISION

EFFECTIVE: OCTOBER 30, 1977

THROUGH: OCTOBER 25, 1980

EDP NO.: 4785

X 10/80

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AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of October, 1977, by and between THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC., Indianapolis/Louisville Division, party of the first part, and hereinafter referred to as the Employer, and the AMALGAMATED MEAT CUTTERS & BUTCHER WORKMEN OF NORTH AMERICA, Local No. 227, affiliated with the AFL-CIO, party of the second part, and hereinafter referred to as the Union.

WHEREAS, the Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service to set forth, herein, the basic agreements covering rates of pay, hours of work and conditions of employment.

WITNESSITH:

ARTICLE I **Union Jurisdiction and Recognition**

Section 1. Employees and Operations Covered:

The Union shall be the sole and exclusive bargaining agent for those employees listed un-

der Appendix "A" working in the Employer's retail stores, except those stores d.b.a./Great Scot/A&P, and located within the jurisdiction of the Louisville Division, a part of the Indianapolis/Louisville Division, but excluding Store Managers, Assistant Store Managers, Co-Managers, Guards and Supervisory employees, as defined in the National Labor Relations Act of 1947, as amended.

Section 2. Bargaining Unit Work

(a) The following products may be stocked, priced, and rotated by OUTSIDE SALESMEN:

- 1) All bottled beverages (initial delivery only.
- 2) Cookies, crackers, and snack items
- 3) Outside bread, rolls, and related bakery items
- 4) Specialty foods, magazines, housewares, toys, records

(b) Employees in the Bargaining Unit will pull all stock which is to be re-allocated off the shelves and will clean the shelving except that the salesman may pull his own product off the shelf.

(c) Salesmen or Company Representatives may set the facings for all products to be re-allocated or re-set and will assist the employees in the Bargaining Unit in re-stocking the shelving in order to complete the work as quickly as possible, with the further understanding that the salesman will only help to re-stock the products that he re-allocated or re-set.

(d) Any new product from the backroom will be stocked by members of the Bargaining Unit.

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(e) Managers, Assistant Managers, and Co-Managers will not be scheduled to perform Bargaining Unit work.

Section 3. Other Agreements

The Employer agrees not to enter into any other Agreement with any other labor organization or individual employee during the life of this Agreement with respect to employees covered by this Agreement.

Section 4. Previous Agreements

This Agreement shall, except as otherwise expressly provided supersede any prior understanding made between the parties with respect to the employees covered by this Agreement.

ARTICLE II

Union Security – Check Off

Section 1. Union Shop

All present employees who are members of the Union shall maintain their membership during the period of the Agreement by the regular payment of dues. Any employees not members of the Union shall join within thirty-one (31) days after the effective date of this provision, and any new employees shall join the Union within thirty-one (31) days after the date of their employment, and shall maintain their membership during the period of this Agreement by the regular payment of dues as a condition of employment.

For the purpose of this Article, the effective date shall be considered to be the execution date of this Agreement.

Section 2. Hiring Procedure

The Employer may procure new employees from any source; however, the Employer agrees to first contact the Union in the Metropolitan City of Louisville, Kentucky before considering another source.

All employees who are hired by the Employer on or after the effective date of this Agreement shall be considered probationary employees and on a trial period for the first thirty (30) calendar days of their employment.

During such probationary period such employees may be discharged by the Employer without recourse from the Union, and such discharge shall not be subject to the Grievance and Arbitration Procedure, ARTICLE VI of this Agreement. All other applicable provisions of the contract shall apply.

The Employer will notify the Union within seven (7) days of any newly hired employees.

Section 3. Check Off

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The Employer agrees to deduct from the employee's pay all Union Dues and initiation fees for members of the Union and remit such deductions to Local No. 227 monthly, provided, however, the Union presents to the Employer signed authorization from the employee to cover such dues and initiation fees.

In consideration of the Employer entering into the above provision the Union agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities, or costs to the Employer which arise out of entering into or enforcement of this provision.

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ARTICLE III

Management's Rights

The Management of the business, in all its phases and details, shall remain vested in the Employer. The rights of the Employer and the employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

ARTICLE IV

Conduct of Union Affairs

Section 1. Store Visitation

Any accredited Union official of Local No. 227 shall be granted access to the stores at all times when the employees are at work for the purpose of satisfying himself that the terms of this Agreement are being complied with. It is understood, however, that the Union representative will, upon entering the store, make his presence known to the store manager or his representative. It is further understood that there will be no reasonable interference with efficient store operations.

Section 2. Store Cards

The Employer agrees to display Union store cards in each of the Employer's stores covered by this Agreement. Such store cards are to be furnished by the Union. Further, such cards shall remain the property of and shall be surrendered to the Union upon demand.

Section 3. Bulletin Boards

The Union shall be permitted to post on the bulletin board within the store notices of mem-

bership meetings. Should the Union wish to post any other type of bulletin, it must be first approved by the Division Personnel Director.

ARTICLE V

Union Cooperation

Section 1. Rules and Regulations

The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job and all other reasonable rules and regulations established by the Employer. The Company agrees to provide the Union with changes in Company rules and policies affecting Union members.

Section 2. New Methods

The Union recognizes the ever changing methods in the trend of food merchandising and agrees to cooperate in the installation of such methods and in the education of its members in the necessity for such changes.

ARTICLE VI

Grievance and Arbitration Procedure

Section 1. Grievance and Arbitration

Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, either party may file a grievance. There shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

STEP 1.

By conference between aggrieved employee,

the job steward or both and-or a representative of the Union and the Manager of the store. If the grievance is not satisfactorily resolved, it shall be referred within seven (7) days to Step 2, in writing, stating the Article and Section violated.

STEP 2.

By conference between the representative of the Union and the District Manager. If this Step does not resolve the grievance, it shall be referred within seven (7) days to Step 3.

STEP 3.

By conference between the business representative and-or an Executive Officer of the Union and the Division Personnel Director and-or a representative of the Employer designated by the Personnel Director.

STEP 4.

Should they, however, be unable to resolve the grievance, the matter shall be submitted within thirty-one (31) days of the incident to a Board of Arbitration composed of the following: one (1) to be selected by the Employer, and one (1) to be selected by the Union. The Board of Arbitration shall render a decision in writing within eight (8) days from the date of notification to arbitrate.

Section 2. Formal Arbitration

In the case of a disagreement, a third (3rd) arbitrator shall be chosen by the Arbitration Board. Should the Arbitration Board be unable to agree on the third (3rd) member within five (5) days, the Federal Mediation and Conciliation Service shall be asked to submit a panel of five (5) names of arbitrators. One (1) name

must be selected by the Arbitration Board. If necessary, there shall be alternate striking of names from the list by the Employer and the Union until only one (1) name remains, and he shall be the Arbitrator. The fee and expenses of the third (3rd) member of the Board of Arbitration are to be borne equally between the Employer and the Union. In case of a disagreement, the Arbitrator shall have authority and jurisdiction to determine the propriety of the interpretation and-or application of the Agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of the Agreement, or any subsequent supplements thereof. A majority decision of the Arbitration Board shall be rendered without undue delay and shall be final and binding upon all parties.

Section 3. Miscellaneous Provisions

The Executive Board of the Union shall have the right to determine whether or not the employee's grievance is qualified to be submitted to arbitration by the Union.

No grievance will be discussed unless the outlined procedure has been followed and the grievance presented within ten (10) days of the incident.

ARTICLE VII

Discipline and Discharge

Section 1. Discipline

It shall be the policy for the Employer to notify the steward and business representative of pending disciplinary action against an employee and it shall be the Union's policy to counsel with such an employee for the pur-

pose of correcting the attitude of the employee, when such is warranted.

Section 2. Discharge

It is agreed that nothing herein contained shall in any way prohibit the Employer from discharging any employee, regardless of his seniority, providing it is for failure to discharge his duties as an employee.

A discharge may be handled as a grievance; however, the matter must be submitted in writing within seven (7) days in metropolitan Louisville and within fourteen (14) days for the balance of the stores from the date of dismissal. Final settlement, including the decision of the Board of Arbitration as covered under ARTICLE VI, Section 1, Step 4, must be made within twenty-four (24) days of receipt of such written notice. If the Board of Arbitration is unable to reach a decision within the twenty-four (24) day period the procedure as outlined in Section 2 shall be followed.

ARTICLE VIII

No Strike—No Lockout—Picket Line

During the term hereof, the Union agrees that there shall be no strike or any other interference with, or interruption of the normal condition of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

The Employer agrees that it shall not request or demand that employees go through a lawful picket line. The Union agrees that it will not refuse to cross picket line until such has been duly sanctioned by the Executive Board of the Union and until the Em-

ployer has been officially notified by such Board.

ARTICLE IX

Separability Clause

63) The provisions of this Agreement are deemed to be separable to the extent that if and when a Court of Last Resort adjudges any provision of this Agreement in its application by the Union and the Employer to be in conflict with any laws, such decision shall not affect the validity of the remaining provisions of this Agreement, and such remaining provisions shall continue in full force and effect.

Should any provision or provisions be declared to be in conflict with the law, both parties shall meet within thirty (30) days for the purpose of renegotiating and arriving at an agreement on the provision or provisions so invalidated.

ARTICLE X

Seniority—Promotions—Transfers

Section 1. Definitions

Seniority shall be defined as the length of continuous service with the Employer while working within the jurisdiction of this Agreement as defined in ARTICLE I, Section 1.

In the event the Employer transfers an employee from any other Unit or Division not under the jurisdiction of this Bargaining Unit, such employee's seniority date shall be the date he enters the Bargaining Unit.

64) No employee shall acquire any seniority rights until he has been in the Bargaining Unit for thirty (30) days and provided further that his seniority date after thirty (30) days shall

revert to his most recent date of hire, or date of entrance into the Bargaining Unit.

Section 2. Seniority List and Full-Time Employee Defined

A complete seniority list by job classifications, as specified in Appendix "A" covering all employees within the jurisdiction of the Bargaining Unit, shall be prepared by the Employer and furnished the Union annually. E18
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In no event will part-time employees accrue seniority over full-time employees but only over part-time employees within the store in which they work.

For the purpose of this Section, and in applying the terms and provisions of this Agreement, a full-time employee will be defined as any employee hired by the Employer as full-time or reclassified from part-time to full-time status by the Employer.

A full-time employee involuntarily reduced to part-time shall have their seniority protected for a one (1) year period for job security only. If reclassified to full-time within the one (1) year period, they shall retain their previous full-time seniority date. If reclassified after the one (1) year period, their full-time date shall be the date of entry into the full-time classification.

The Employer agrees to offer full-time status to a part-time employee desiring full-time employment by seniority and ability to do the work within a metropolitan area or store if the following conditions are met: C17
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1. A part-time employee works forty (40) hours per week for twelve (12) consecutive weeks in a store, and

2. that such hours were not due to vacation and extended absences, and 329
1

3. that the Union business agent brings it to the attention of the District Manager for review.

Section 3. Application of Seniority

The principles of seniority will be applicable to lay-offs, rehiring and scheduling vacations.

Promotions will be based primarily on skill and ability, but when these are reasonably equal, the employee having the greatest seniority shall receive the preference.

Seniority shall terminate if any employee has been discharged for cause, if he voluntarily quits, if he has been laid off continuously for a period of twelve (12) months, if he fails to notify the Employer within three (3) days of recall that he will return to work and failure to return to work from a lay-off within seven (7) days of recall or failure to return to work in accordance with any of the Leave of Absence provisions as provided for in this Agreement. Recalls from a lay-off shall be by registered mail, sent to the employee's last known address on file with the Employer.

Section 4. Reduction of Hours - Full-Time

(a) Full-time employees scheduled to be reduced to part-time through no fault of their own shall be given preference for part-time work over other part-time employees in their classification in the store where they work.

(b) Full-time employees reduced to part-time through no fault of their own shall have the opportunity to transfer to another store for full-time employment first within the city in which they work and then within their local Unions jurisdiction and only on the basis of job classification and seniority. Basis of the trans-

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fer will be the replacement of the newest full-time employee in the same classification who will be reduced to part-time status within the store in which he works.

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B25-40
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(c) The full-time employee eligible for transfer must request the transfer in writing to his manager or supervisor within six (6) days after being advised of his change in status or forfeit all rights to transfer. The Employer agrees to arrange a transfer within ten (10) days after request by the eligible full-time employee. The employee must complete the transfer within fourteen (14) days of notification of approval by the Employer or forfeit all rights to transfer. The employee will continue to work on a part-time basis until the transfer has been completed. Any transfer, as provided for in this Section, shall be at the employee's expense. For the purpose of this Section, the City of Louisville shall include Jefferson County, Kentucky and New Albany, Clarksville and Jeffersonville, Indiana.

Section 5. Full-Time Preference for Day Work

Senior full-time employees will have the preference for a more desirable schedule from the night stock crew as vacancies occur, within the store in which they work, and providing the affected employee has the ability to perform the day work.

Section 6. Available Hours

Available hours shall be available to part-time employees in the store in which they work based upon seniority, job classification, and ability to perform the work.

Section 7. Part-Time Preference for Full-Time Employment

Part-time employees shall be given preference for full-time employment over new employees subject to seniority and ability to perform the work.

Section 8. Notice of Transfer and Promotion

The Union shall be given three (3) days notice before any permanent transfers or promotions are made, except for promotions to supervisory positions. Permanent transfers will be made after mutual agreement between the Employer, employee and the Union. In the event of a temporary transfer of more than five (5) days, the Union will be notified. Seniority will prevail on temporary transfers.

ARTICLE XI

Wages

Section 1. Wage Rates

The wage rates shall not be less than as set forth in Appendix "A" of this Agreement and shall remain in full force and effect for the life of this Agreement.

No employee shall receive a reduction in his rate of pay as a result of executing this Agreement.

Employees shall perform any work which the manager of the store may direct with the understanding that when an employee is assigned to a job with a lesser rate, he will be entitled to his regular rate of pay unless, due to a decrease of work, he has been regularly assigned to a lower-rated job and desires to retain such job rather than accept a lay-off.

Section 2. Previous Experience

The Employer agrees to consider past comparable experience in the Retail Food Industry. The employee will receive the appropriate clerk starting rate (Part-Time Clerk or Full-Time Clerk) for the first twenty-one (21) days.

Final adjustments as to job classifications and rate of pay will be determined by the employee, the Employer and the Union within twenty-one (21) days from the date of hire. If agreement is not reached by all three (3) parties the employee will be discharged.

ARTICLE VI, Grievance and Arbitration Procedure, will not be applicable to this Section of the Agreement.

Section 3. Relief Work

An employee relieving a classified Meat Department Head, Produce Department Head, Head Stock & Receiving Clerk, Head Cashier, Dairy Head, Deli Head for one (1) week or more shall receive the applicable contract rate for that classification.

The Employer agrees to pay traveling expense of fifteen cents (15c) per mile for any employee being sent from one (1) store to another for relief work if location of the store is out of the Metropolitan area of his Base Store. An employee relieving a manager for one (1) week or more shall receive twenty-five dollars (\$25.00) per week in addition to his basic weekly rate of pay for forty (40) hours. An employee who relieves a manager shall not work in excess of fifty (50) hours per week.

A part-time employee may relieve a Department Head during vacations or extended illness by agreement between the Union and the employee.

ARTICLE XII Hours of Work

Section 1. Work Week

The basic work week for full-time employees shall be forty (40) hours, to be worked in five (5) eight (8) hour days, not necessarily consecutive.

Employees performing work on Sundays and holidays shall have such hours excluded from the basic work week.

Section 2. Overtime

Overtime at the rate of one and one-half ($1\frac{1}{2}$) times the employee's straight time hourly rate will be paid for all work performed in excess of eight (8) hours per day or forty (40) hours per week.

Overtime shall be computed on a daily or weekly basis, whichever is greater, but not both.

The Fair Labor Standards Act, as amended, requires, among other things, that all time worked by employees be accurately recorded and that employees receive compensation for all time worked in excess of forty (40) hours in any work week at one and one-half ($1\frac{1}{2}$) times their regular hourly rate of pay. The parties recognize and agree that strict compliance with this Act is in the best interests of the Employer, the Union, and the employees. Therefore, the Employer will not request, suffer or permit any employee to work "off-the-clock", and the Union agrees to cooperate with and to assist the Employer in assuring strict compliance with this important federal legislation.

No part-time employee within a department will work overtime on a daily or weekly basis

when a full-time employee is at work in the store where the overtime is required and wants the overtime.

Section 3. Premium Pay

(a) Sundays and Holidays

Double-time (2X) the employee's straight-time hourly rate of pay will be paid for all work performed on Sundays and Holidays, as defined in ARTICLE XIII.

(b) Night Work

Employees regularly scheduled on a night stocking operation shall receive an additional compensation of thirty cents (30c) per hour.

The additional compensation shall be paid for all work performed between store closing time (but in no event later than 9:00 P.M.) and 6:00 A.M. by regularly scheduled night stock crews. This compensation will be paid on the entire daily work shift to those employees starting between 10:00 P.M. and 12:00 midnight. If more than fifty percent (50 percent) of the total weekly hours are worked between 9:00 P.M. and 6:00 A.M. the premium will be paid on all hours worked for that week.

Employees other than night stock crews shall receive the above premiums for hours worked between 10:00 P.M. and 6:00 A.M. It is understood should an employee receive a one and one-half ($1\frac{1}{2}$) premium rate of pay during these hours that employee will not receive the night premium in addition.

Any full-time employee, except those described in the preceding paragraph, who works more than two (2) nights in any one (1) week shall be paid one and one-half ($1\frac{1}{2}$) times his regular straight time hourly rate for hours

worked in excess of two (2) nights between 6:00 P.M. and 6:00 A.M. It is recognized certain time is necessary to service customers and clean the store, therefore, straight-time will apply only until thirty (30) minutes after store closing time.

F59 / 115
(c) Sixth Day

Part-time employees working the sixth (6th) day during a basic work week shall be paid time and one-half ($1\frac{1}{2}$) his basic hourly rate for all such work performed on the sixth (6th) day.

(d) Minimum Call Back

Employees returning to work in less than eight (8) hours between work shifts shall be paid time and one-half ($1\frac{1}{2}$) their straight-time rate of pay for all hours worked prior to the eight (8) hour minimum. This will not apply to those employees covered under ARTICLE XII, Section 4 (e).

F28 / 115
(e) Full-Time Working in Excess of Posted Work Schedule

Full-time employees will be paid at the rate of time and one-half ($1\frac{1}{2}$) for work performed before and after scheduled hours.

(f) No Pyramiding, Premium and-or Overtime Pay

There shall be no pyramiding of premium pay and-or overtime pay as provided for in Section 2 and Section 3.

Section 4. Work Schedule

(a) A work schedule is to be posted by Friday noon for the succeeding week. Changes in

the schedule may be made weekly, the Employer agrees to change a schedule in accordance with the proper seniority of a part-time employee and in accordance with the hours posted on the schedule when an irregularity is called to their attention by the employee who has been scheduled improperly by seniority. Such irregularities must originate and be called to management's attention by Saturday noon after the posting of the schedule or it shall not be considered a valid grievance.

(b) Sunday or holiday work when required will be confined to the full-time and part-time employees regularly assigned to the store involved, and such work shall be rotated by seniority among the qualified employees in the classification required. Both full-time and part-time employees will be scheduled for Sundays and holidays where work is necessary. Produce department employees will rotate out of classification with Grocery department employees for the purpose of this ARTICLE only. Should the Employer be unable to obtain enough voluntary workers within the full-time and part-time employees in the classifications required, the reverse seniority shall apply.

(c) Part-time employees shall not be scheduled to work more than five (5) days in any week.

(d) Each employee who reports for work upon request is guaranteed not less than four (4) hours work for that day at the regular straight-time hourly rate, providing he does whatever work is assigned to him. It is understood, however, the payment for four (4) hours work shall not apply to part-time employees whose hours of work are restricted by circumstances beyond the control of the Employer.

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(e) No split shifts will be permitted for any employee except students on school days only.

(f) Any stores where volume is in excess of \$30,000 equipped with self-service meat departments shall employ two (2) full-time journeymen. Any store where volume is less than \$30,000 converted to self-service shall employ one (1) journeyman. The Union agrees to discuss certain stores where two (2) full-time journeymen might not be needed in stores where volume is in excess of \$30,000 or where one (1) journeyman might not be needed in stores where volume is less than \$30,000 converted to self-service.

It is agreed that when meat is offered for sale between the hours of 6:00 A.M. and 10:00 P.M., an employee in the apprentice classification or higher will be assigned to the meat department.

(g) All employees shall be allowed at least thirty (30) minutes, but not over one (1) hour, lunch period without pay commencing during the fourth (4th) or fifth (5th) hour after reporting for work. The lunch period will be as near the middle of the shift as possible.

6/13 (h) All employees shall be given a fifteen (15) minute paid rest period approximately in the middle of each half shift.

ARTICLE XIII

Holidays

Section 1. Full-Time

The following days shall be recognized by the Employer as holidays in stores within the states of Indiana and Kentucky: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Full-time employees who work their scheduled day before and their scheduled day after the

holiday will receive eight (8) hours pay at straight-time in addition to the hours actually worked. Employees unable to work their scheduled day before and after the holiday due to bonafide illness, may discuss the case with the Employer. The Employer reserves the right to insist upon a doctor's certificate.

Section 2. Part-Time (Legal Holiday Pay)

Part-time employees who have completed twelve (12) consecutive weeks or more of continuous employment with the Employer shall be entitled to holiday pay at their straight-time hourly rate based upon the number of hours worked within the holiday week divided by five (5), except, however, any part-time employee who works thirty-two (32) hours or more during the week in which a holiday occurs shall be paid one (1) additional day's pay of eight (8) hours at straight-time in lieu of prorated holiday pay.

Section 3. Personal Holiday

All employees with one (1) year of continuous service will receive a personal holiday to be taken by mutual agreement between the Employer and the employee. Full-time employees will receive eight (8) hours pay and part-time employees will receive four (4) hours pay.

Section 4. Birthday Holiday

All full-time employees will receive their birthday as a personal holiday with eight (8) hours pay. The employee will notify the Employer fourteen (14) days prior to the birthday and will be allowed to take the day within fourteen (14) days before or after the birthday on a mutually agreed date.

Effective January 1, 1978, all part-time employees with one (1) year or more of service will receive a birthday holiday with four (4) hours pay. The employee will notify the Employer fourteen (14) days prior to their birthday and will be allowed to take the day within fourteen (14) days before or after the birthday on a mutually agreed date.

Section 5. Christmas Eve and Christmas Day

The Employer agrees to close all stores no later than 5:00 P.M. on Christmas Eve and no employee will be required to work later than 5:30 P.M.

The Employer agrees to close stores covered by this Agreement on Christmas Day provided major competition closes their stores on this day in the same city or town.

Section 6. Basic Work Week-Holiday Week

During a week in which a holiday occurs in these areas, the basic work week shall be thirty-two (32) hours. All work performed in excess of thirty-two (32) hours shall be paid for at one and one-half ($1\frac{1}{2}$) times the employees straight-time hourly rate of pay. Part-time employees working five (5) days in a holiday week will receive time and one-half ($1\frac{1}{2}$) for work performed on the fifth (5th) day.

ARTICLE XIV Vacations

Section 1. Full-Time

All full-time employees who have completed one (1) year of continuous full-time employment with the Employer shall receive one (1) week's vacation with pay. After three (3) years con-

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tinuous full-time employment such employee shall receive two (2) weeks' vacation with pay. After eight (8) years continuous full-time employment, such employees shall receive three (3) weeks vacation with pay. After fifteen (15) years continuous full-time employment such employees shall receive four (4) weeks' vacation with pay. After twenty (20) years continuous full-time employment, such employees shall receive five (5) weeks' vacation with pay.

In no event shall the vacation policy contained herein be construed as to entitle any employee with less than twenty (20) years continuous full-time service to a vacation in excess of four (4) weeks in any calendar year, nor any employee with less than fifteen (15) years of continuous full-time employment to a vacation in excess of three (3) weeks in any calendar year, nor any employee with less than eight (8) year continuous full-time employment to a vacation in excess of two (2) weeks in any calendar year, nor any employee with less than three (3) years continuous full-time employment to a vacation in excess of one (1) week in any calendar year.

Vacation pay for full-time employees shall be computed on the basis of forty (40) straight-time hours per week.

Section 2. Part-Time

All part-time employees who have completed one (1) year of continuous employment with the Employer shall receive one (1) week's vacation with pay. After three (3) years continuous employment, such employees shall receive two (2) week's vacation with pay. After eight (8) years continuous employment, such employees shall receive three (3) week's vacation with pay. After fifteen (15) years continuous employment,

such employees shall receive four (4) weeks vacation with pay. After twenty (20) years continuous employment, such employees shall receive five (5) weeks vacation with pay.

In no event shall the vacation policy contained herein be construed as to entitle any part-time employee with less than twenty (20) years continuous employment to a vacation in excess of four (4) weeks in any calendar year, nor any part-time employee with less than fifteen (15) years continuous employment to a vacation in excess of three (3) weeks in any calendar year, nor any part-time employee with less than eight (8) years continuous employment to a vacation in excess of two (2) weeks in a calendar year, nor any part-time employee with less than three (3) years continuous employment to a vacation in excess of one (1) week in a calendar year. Any part-time employee with less than one (1) year continuous employment shall not be entitled to a vacation.

Vacation pay for part-time employees will be computed by one (1) of the following two (2) methods and converted to the schedule below and paid at straight-time:

1. Part-time employees with one (1) year but less than three (3) years continuous employment will use the average number of hours worked per week in the preceding twelve (12) months.
2. Part-time employees with more than three (3) years continuous employment will use average number of hours worked per week in the preceding calendar year.

60/1
AVERAGE HOURS
WORKED PER WEEK

HOURS WEEKLY
VACATION

Ten (10) to and including
twenty (20) hours

Ten (10) hours

Twenty (20) to & including
thirty (30) hours

Twenty (20) hours

Over thirty (30) hours

Thirty (30) hours

Section 3. Vacation; By Days

Effective January 1, 1978, Employees who are eligible for three (3) weeks or more of vacation may take one (1) week of their vacation one (1) day at a time. These days will be taken at a mutually agreed time and all days must be taken by November 1st of each calendar year. Time off should be requested as early as possible and notification must be received by the Company no later than March 1st of each calendar year.

Section 4. Vacation Schedules

The Employer agrees to provide a fifty (50) week vacation schedule, blocking out either the week before or the week of 4th of July and either the week before or the week of Christmas; either week must be blocked out prior to the posting of the vacation schedule. The Employer will determine how many employees are off in any given week.

All full-time vacations will be scheduled no later than March 1st of any calendar year. Changes in full-time vacations subsequent to March 1st cannot be made without the approval of the Employer and the employee.

Part-time employees shall be required to notify his store manager in writing as to his request for vacation dates at least two (2) weeks prior to the vacation week.

Vacations are to be scheduled at a time when they will not interfere with the general efficiency or working conditions of the stores.

No employee will be permitted to work during the week of his scheduled vacation.

Section 5. Disqualification From Vacation Pay

No vacation payments will be made to any employee discharged for dishonesty.

Section 6. Holidays Occurring During Vacation Period

If a holiday occurs during a full-time employee's vacation, he shall be paid one (1) additional day's pay of eight (8) hours at straight-time in addition to vacation. Part-time employees shall receive four (4) hours holiday pay when on vacation during a holiday week, if the employee is eligible for holiday pay, as provided in ARTICLE XIII, Section 2.

Section 7. Personal Holidays

All full-time employees will receive one (1) additional day's pay of eight (8) hours at straight-time added to his first week's vacation pay in lieu of a personal holiday.

Section 8. Vacation Renewal

An employee's vacation shall renew itself January 1st of each year after the employee has passed his anniversary date.

Section 9. Effect of Leave of Absence on Vacation Pay

Approved leaves of absence or time off due

to proven illnesses not exceeding ninety (90) days in any calendar year shall not affect vacation earned in that year. Absences totaling more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation earned by one-third ($1/3$); more than one hundred eighty (180) days but not over two hundred seventy (270) days by two thirds ($2/3$); more than two hundred seventy (270) days shall disqualify an employee for vacation.

ARTICLE XV Leave-Of-Absence

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Section 1. Personal and Illness

Upon written request and with proper permission from the Employer, an employee with one (1) year or more of service will be granted a leave-of-absence without pay and without loss of seniority not to exceed ninety (90) days.

Leave-of-absence for sickness or accident (including, but not limited to, pregnancy, miscarriage, childbirth, and recovery therefrom and excluding industrial injuries) may be extended up to one (1) year in ninety (90) day increments. One (1) additional year may be granted in ninety (90) day increments by mutual agreement between the Employer and the Union. It is the burden of the employee to provide medical evidence that the additional leave-of-absence is needed.

G2/1

No leave to be granted for the purpose of trying out another job or entering into business for himself. Violations of this section shall be subject to immediate discharge and shall have no recourse through the grievance procedure.

Prior to returning to work a statement from the employee's attending physician will be required listing the date the employee may safe-

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ly return to work. Such notice must be given to the Store Manager fifteen (15) days prior to returning to work.

Section 2. Union - Management

6/1/ Upon written request an employee who accepts a paid position with the Union shall be granted a leave-of-absence without loss of seniority for a period of one (1) year with extensions on a year to year basis.

An employee who accepts a position with management shall be granted a leave-of-absence for a period of one (1) year without loss of seniority. Present employees who are over a period of one (1) year authorized leave-of-absence shall have until December 31, 1977 to return to the Bargaining Unit without a loss of seniority.

Section 3. Manager-In-Training

It is agreed the Employer may designate certain persons as managers-in-training and such persons are not to be members of the Union. A manager-in-training shall be promoted to a manager within a period of six (6) months or return to his former classification.

Section 4. National Guard or U.S. Government Reserve Program

6/1/ An employee who is a member of the National Guard or U.S. Government Reserve Program and desires to take a leave of absence rather than take vacation time shall be granted such leave without pay, not to exceed two (2) weeks, for the purpose of participating in one (1) of these programs.

It is agreed that seniority will not be a factor in the scheduling of vacations for those employees exercising those provisions of this Section.

Section 5. Miscellaneous Provisions

Upon returning from leave, the employee must give the Employer fifteen (15) days notice of intent to return to work.

In returning to work the employee shall be returned to the store from which the employee left, provided the employee's length of service is greater than employees in the same job classification that work in the store.

Section 6. Jury Service

When full-time employees covered by this Agreement are called upon for jury service, they shall advise their manager upon receipt of such call and, if taken from their work for such service, shall be recompensed for any loss in income, based on a standard work week. This is to apply only when an employee is called for jury duty and shall not apply if an employee voluntarily offers his services as a juror.

Section 7. Funeral Leave

In the event of death in an employee's immediate family the following shall apply:

A. Full-Time

(a) Regular pay for time off through the day of the funeral but not to exceed three (3) scheduled working days, provided such pay does not exceed the equivalent of forty (40) hours of pay at straight-time rates.

(b) The immediate family consists of spouse, parent, grandparents, grandchildren, brother,

sister, mother-in-law, father-in-law, children of the employee and the brother-in-law and sister-in-law of the employee, or any relative living in the home of the family or with whom the employee is living.

(c) Full-time employees, if scheduled on the day of the funeral, will receive one (1) day at regular pay for time off to attend the funeral of the employee's spouse's sister or brother or their spouse.

(d) Employees must attend the funeral in order to qualify for pay as outlined in this Section.

B. Part-Time

(a) Part-time employees who have completed one (1) year or more of continuous employment with the Employer shall be paid straight-time pay for scheduled hours off through the day of the funeral but not to exceed three (3) scheduled working days.

(b) The immediate family consists of spouse, parent, brother, sister, and children of the employee.

(c) Employee must attend the funeral in order to qualify for pay as outlined in this Section.

ARTICLE XVI Health and Welfare

Section 1. Contribution

The Employer agrees to continue to contribute an amount not to exceed sixty-six dollars and fifty cents (\$66.50) per month for each eligible full-time employee to the AMALGAMATED MEAT CUTTERS and BUTCHERWORKMEN of NORTH AMERICAN HEALTH and WEL-

FARE FUND or LOCAL NO. 227, (hereinafter called the "Fund").

Effective November 1, 1978, the contribution will be increased to seventy-four dollars and fifty cents (\$74.50) per month and effective November 1, 1979 the contribution will be increased to eighty-one dollars and fifty cents (\$81.50) per month. The Employer's contribution is for the purpose of furnishing life insurance, hospital, surgical and sickness and accident benefits.

Section 2. Eligibility and Continuance

For the purpose of this ARTICLE only, an eligible employee is one who has averaged twenty-eight (28) hours or more per week for four (4) consecutive weeks. Contributions to start first of month following four (4) consecutive weeks.

When an employee becomes eligible a payment will be made to the Health & Welfare Fund with the following exceptions:

Contributions will be discontinued as of the first of the month immediately following -

- 1) Lay-off or Leave-of-Absence of thirty (30) calendar days or more, except as otherwise provided below.

- 2) The employee's ceasing to be an eligible employee due to his failure to work an average of twenty-eight (28) hours or more per week for four (4) consecutive calendar weeks.

- 3) Termination.

Exceptions -

Contributions to the Fund shall be continued under the following conditions -

- 1) In case of non-working accident, two (2) month's contribution following the month in

which the employee incurred the accident.

2) In case of pregnancy, one (1) month's contribution after the month in which the employee began her pregnancy leave-of-absence.

3) In case of illness two (2) months' contribution following the month in which the illness occurs.

4) In case of compensable injury, six (6) months' contribution following the month in which the injury occurs.

ARTICLE XVII

Pension

The parties hereby incorporated by reference as a part hereof Appendix "B" attached hereto, which Schedule constitutes the only provision of the Agreement pertaining to Pension.

ARTICLE XVIII

Other Working Conditions

Section 1. Time Cards

Employees shall be required to ring their own time cards immediately before beginning work and after stopping work. No employee shall have the authority to ring another employee's time card. Any employee knowingly violating this Section shall be subject to immediate discharge and shall have no recourse to the Grievance Procedure.

Section 2. Existing Privileges & Benefits

No existing privileges enjoyed by any employees shall be abridged or terminated during the life of this Agreement.

All existing benefits, special awards or bonuses enjoyed by any employees at the time of

execution of this Agreement, shall continue in accordance with the national policy of the Employer.

Section 3. Selective Service Training Act

The Employer and the Union agree to abide by the terms of the Selective Service Training Act.

Section 4. Company Meetings

In the event meetings are scheduled by the Employer and attendance is compulsory, time spent in attendance will be computed as time worked and paid at the employee's regular rate, as provided in this Agreement. If attendance is at the option of the employee, the time involved will not count as hours of work.

Section 5. Compensable Injury

(a) If a part-time employee is injured on the job and is eligible for State Workmen's Compensation but the duration of the disability is such that the part-time employee does not receive compensation for the first seven (7) days, the Employer will compensate the part-time employee up to seven (7) days' pay in the same amount as his compensation as determined by law in the respective state.

(b) When a full-time employee is injured on the job, such employee shall receive pay for his scheduled day of the injury and shall receive four (4) additional days' pay for each day not exceeding five (5) working days that he is unable to work, provided, however, the employee shall report the injury immediately to the store manager.

The store manager may refer the employee to a physician. The physician's decision with

respect to length of time required off shall be the controlling factor. The day of the injury shall be considered the first day off. The employee shall reimburse the Employer for any Workmen's Compensation received during this time.

Section 6. Night Rotation

Night work will be rotated among all employees (part-time employees with part-time employees and full-time employees with full-time employees), including department heads, with the exception of night stocking crew.

Section 7. Protective Clothing

Protective clothing is defined as follows: rubber boots, cooler jackets, rain coats or panchos, and rubber aprons. It is understood the employee must return the worn out clothing in order to be eligible for replacement.

Section 8. Apprenticeship

It is agreed that all employees will be offered an appointment to the Apprentice classification over new hires. Employees who desire such appointments, must notify the Employer in writing. No such employee will suffer a rate reduction in this regard, because of entry into the Apprentice program.

Employees who do not successfully complete the Apprenticeship program because of lack of ability or willingness to perform the work, will revert back to their previous classification on the next posted work schedule.

Employees who successfully complete the Apprenticeship program will be assigned to the contract rate for a Journeyman.

ARTICLE XIX

Anti-Discrimination

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The Employer and the Union shall not discriminate against any employee for reasons of creed, sex, age, race, color, nationality, origin or union activity.

The use of the male gender as herein used, shall, except as context required, be also deemed to include the female gender.

ARTICLE XX

Store Closing Provisions

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Section 1. Severance Provisions

A. Eligibility - In the event the Employer closes a store and full-time employees with at least five (5) years continuous service are terminated as a result of the closing or being displaced as a result of a store closing, the employee will be entitled to severance pay.

One (1) week of base pay for each full year of service up to a maximum of six (6) weeks' pay. (Maximum forty (40) hours per week, two hundred forty (240) total).

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All monies due employees shall be paid in a lump sum upon termination.

B. Recall Rights - An employee who is terminated and is eligible for severance pay and accepts severance pay, forfeits his seniority and has no recall rights. However, an employee may elect a voluntary lay-off not to exceed one (1) year. If the employee accepts lay-off, he may any time after a ninety (90) day period, elect to take his severance pay and lose his seniority rights.

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022/3 C. Disqualification - An employee shall be disqualified for severance pay in the event the employee -

1) Refuses a transfer within a fifty (50) mile radius outside the Louisville Metro area.

2) Voluntarily terminates employment.

3) Obtains employment with a company under contract with A.M.C. Local No. 227.

4) Obtains employment with the Successor Employer.

5) Is eligible for normal retirement under the provisions of the Pension Plan.

Section 2. Employee Displacement

833/1 A. A Department Head who is involuntarily reduced because of a store closing shall displace the least senior Department Head within his classification.

If already the least senior Department Head in his classification they shall return to their previous Department Head classification and replace the least senior Department Head in that classification.

If there is no least senior Department Head that they can displace in a previously held Department Head classification, they shall then displace a full-time clerk in accordance with their seniority.

Present seniority areas shall prevail for the above provision.

B. In the event of a store closing or a store closing caused by fire, flood, or other Act of God, the Employer agrees to give an opportunity to those employees who express a desire in writing to return to the replacement store in that town.

ARTICLE XXI

Cost of Living

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Section 1. Effective April 30, 1978 and April 29, 1979

A cost of living allowance shall be provided for all employees. The amount of the cost of living allowance shall be determined, as provided below, on the basis of the Consumer's Price Index for Moderate Income Families in Large Cities (all items) published by the Bureau of Labor Statistics, U. S. Department of Labor (1957-1959 index), and referred to herein as the Index.

A. Based on the difference between the August, 1977 and the February, 1978 Index, the first cost of living allowance shall be effective April 30, 1978 and shall continue in effect until April 28, 1979.

B. Based on the difference between the February, 1978 and the February, 1979 Index, the second cost of living allowance shall be effective April 29, 1979, and shall continue in effect until April 26, 1980.

C. Adjustments in the cost of living allowance shall be made on the basis of a .4 index change equals a one cent (1c) per hour allowance adjustment. Declines in the Consumer's Price Index cannot be adjusted below the base wage rates. The cost of living allowance shall not become a part of the base wage rate or fringe benefit rates for any classification.

Section 2. Effective April 27, 1980

A cost of living allowance shall be provided for all employees. The amount of the cost of living allowance shall be determined as pro-

vided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (all items) published by the BLS, U.S. Department of Labor 1967-69=100) and referred to herein as the "Index".

A. Based on the difference between the February, 1979 and the February, 1980 Index, the third (3rd) cost of living allowance shall be effective April 27, 1980 and shall continue in effect to and including October 25, 1980.

B. Adjustments in the cost of living allowance shall be made on the basis of a .3 index change equals a one cent (1c) per hour allowance adjustment. Declines in the Consumer's Price Index cannot be adjusted below the base wage rates. The cost of living allowance shall not become a part of the base wage rate or fringe benefit rates for any classification.

ARTICLE XXII

Term of Agreement

The term of this Agreement shall continue in full force and effect up to and including October 25, 1980 and thereafter from year to year unless either party serves notice in writing upon the other party at least sixty (60) days prior to October 25, 1980 or any year that such party desires to cancel or terminate such Agreement.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but desire also to negotiate any changes or revisions in this Agreement, such may serve upon the other notice at least sixty (60) days prior to October 25th of any Agreement year, advising that such party desires to continue the Agreement but also desires that they revise or change

designated provisions of such Agreement. The respective parties shall be permitted all legal recourse to support their request for such revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

FOR THE EMPLOYER
THE GREAT ATLANTIC & PACIFIC
TEA COMPANY, INC.
INDIANAPOLIS/LOUISVILLE DIVISION

Robert T. Blade
Robert L. Marshall

FOR THE UNION
AMALGAMATED MEAT CUTTERS &
BUTCHER WORKMEN OF NORTH
AMERICA, LOCAL NO. 227

William R. Ballinger
Melvin C. Kraft
Edward N. Sims

APPENDIX "A" - A.M.C. LOCAL NO. 227

PART-TIME CLERKS
ON PAYROLL AS OF
10-29-77:

	Effective 10-30-77	Effective 4-30-78	Effective 10-29-78	Effective 4-29-79	Effective 10-28-79	Effective 4-27-80
A. Start	4.38	4.53	4.78	4.93	5.18	5.28
6 Months	4.54	4.69	4.94	5.09	5.34	5.44
12 Months	4.75	4.90	5.15	5.30	5.55	5.65
18 Months	4.96	5.11	5.36	5.51	5.76	5.86
24 Months	5.18	5.33	5.58	5.73	5.98	6.08
30 Months	5.44	5.59	5.84	5.99	6.24	6.34
36 Months	6.12	6.27	6.52	6.67	6.92	7.02
B. Start	3.98	4.13	4.38	4.53	4.78	4.88
6 Months	4.29	4.44	4.69	4.84	5.09	5.19
12 Months	4.60	4.75	5.00	5.15	5.40	5.50

NOTE: These rates are applicable only to employees on the payroll as of 10-29-77. Part-time employees hired after 10-29-77 shall be subject to the wage schedule set forth below:

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PART-TIME CLERKS

HIRED AFTER

10-29-77:

Effective	Effective	Effective	Effective	Effective	Effective
10-30-77	4-30-78	10-29-78	4-29-79	10-28-79	4-27-80

Start	3.25		3.25		3.25
-6 Months	3.35		3.35		3.45
12 Months	3.50		3.50		3.60
18 Months	3.60		3.65		3.75
24 Months	3.85		3.90		4.00
30 Months	4.18		4.28		4.38
36 Months	4.51		4.66		4.76

FULL-TIME CLERKS:

Start	4.54	4.69	4.94	5.09	5.34	5.44
6 Months	4.77	4.92	5.17	5.32	5.57	5.67
12 Months	4.99	5.14	5.39	5.54	5.79	5.89
18 Months	5.25	5.40	5.65	5.80	6.05	6.15
24 Months	5.72	5.87	6.12	6.27	6.52	6.62
30 Months	6.42	6.57	6.82	6.97	7.22	7.32

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APPENDIX "A" Continued

	Effective 10-30-77	Effective 4-30-78	Effective 10-29-78	Effective 4-29-79	Effective 10-28-79	Effective 4-27-80
APPRENTICE:						
Start	6.63	6.78	7.03	7.18	7.43	7.53
6 Months	6.80	6.95	7.20	7.35	7.60	7.70
18 Months	6.98	7.13	7.38	7.53	7.78	7.88
1 HEAD STOCK AND RECIVINGE CLERK:	7.49	7.64	7.89	8.04	8.29	8.39
42 JOURNEYMAN:	7.72	7.87	8.12	8.27	8.52	8.62
PRODUCE DEPT. HD:	7.75	7.90	8.15	8.30	8.55	8.65
32 HEAD CASHIER:	6.70	6.85	7.10	7.25	7.50	7.60
DAIRY DELI HEAD:	6.67	6.82	7.07	7.22	7.47	7.57
MEAT DEPT. HD:	8.22	8.37	8.62	8.77	9.02	9.12

The classification of Dairy Clerks will only be in stores of \$30,000 volume and above.

662 An Apprentice is defined as an employee learning all the details and developing manual skills for performing all the duties of a Journeyman. After completion of a twenty-four (24) month training period, the employee must be qualified to become a Journeyman or be removed from the Apprentice classification.

All stores in Zone I shall employ a Head Cashier, Head Stock and Receiving Clerk, Journeyman, Produce Department and Meat Department Head.

APPENDIX "B"

Pension

1. By agreement with the Employers, The International Union with which the Local Union is affiliated has established a Pension Fund designated as the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN'S UNION AND INDUSTRY PENSION FUND (the "Pension Fund").

2. THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC., Louisville, Kentucky (the "Company") shall pay to the Pension Fund the sum of sixty-three dollars and fifty cents (\$63.50) per month for each full-time employee who has worked an average of twenty-eight (28) hours or more per week for four (4) consecutive weeks.

Effective December 1, 1977, the Employer's monthly contribution will be increased to ninety-two dollars and fifty cents (\$92.50) per month for each eligible employee.

3. The Company shall contribute on behalf of all eligible employees on its payroll as determined by work they performed on and after November 1, 1966 and each contribution shall be due and payable on or before the 10th day of the month following the month in which the work determining the contribution was performed. Payment shall be made at such location as the Trustees of the Pension Fund shall from time to time designate. Contributions on behalf of any eligible employee who, prior to being employed under this collective bargaining Agreement, was employed by the Company in any capacity and at any location, or who has Future Service Pension Credit earned while

working for another Company, shall be paid on account of work performed commencing with the first day of employment under this Agreement. For any eligible employee first coming under this Agreement or hired after the date for which contributions were first payable to the Pension Fund by the Company pursuant to this or a prior collective bargaining agreement, contributions shall be paid on account of work performed on and after the first day of the calendar month after such employee has been on the Company's payroll for four (4) consecutive weeks.

4. The total hours worked during a given week shall include, in addition to all hours actually worked, hours of paid vacation and paid holidays.

5. When an employee becomes eligible a payment will be made to the Pension Fund with the following exceptions:

Contributions will be discontinued as of the first of the month immediately following -

(a) Lay-off or Leave of Absence of thirty (30) calendar days or more except as otherwise provided below.

(b) The employee's ceasing to be an eligible employee due to his failure to work an average of twenty-eight (28) hours or more per week for four (4) consecutive calendar weeks.

(c) Termination.

Exceptions:

Contributions to the Fund shall be continued under the following conditions -

(a) In case of non-working accident, two

(2) month's contributions following the month in which the employee incurred the accident.

(b) In case of pregnancy, one (1) month's contribution after the month in which the employee began her pregnancy leave of absence.

(c) In case of illness two month's contribution following the month in which the illness occurs.

(d) In case of compensable injury, six (6) months' contribution following the month in which the injury occurs.

6. The obligation to pay contributions to the Pension Fund shall in no way affect any rights to discharge an employee granted the Company under this collective bargaining Agreement. If any inconsistency exists between the terms of this Pension Article and any other provision in this collective bargaining Agreement, the terms of this Pension Article shall prevail.

7. Company contributions to the Pension Fund shall be used to provide retirement benefits for eligible employees in accordance with the Pension Plan adopted from time to time by the Trustees of said Pension Fund (the "Trustees"). Eligible employees shall, pursuant to said Pension Plan, receive retirement benefits at Benefit Level I, as defined in Article III, Section 2, of the Pension Plan, a copy of which Pension Plan the Company has received.

8. The Company's obligation hereunder to contribute to the Pension Fund shall not be subject to any expressed or implied arbitration or no-strike provision in this collective bargaining Agreement, notwithstanding any provision to the

contrary herein contained. In addition to any other remedy which may otherwise be available to any of them, the Union, the Trustees of the Pension Fund, or both, shall have the right to sue in any court of competent jurisdiction to secure the payment of any monies due hereunder without the necessity of first utilizing any other remedy.

9. The Company adopts and agrees to be bound by all of the terms and provisions of the Amalgamated Meat Cutters and Butcher Workmen's Union and Industry Pension Fund Agreement and Declaration of Trust, as amended from time to time, (the "Trust Agreement") as fully as if the Company was an original party thereto, a copy of which Trust Agreement the Company has received. The Company hereby designates as its representatives on the Board of Trustees of the Fund, the Employer Trustees named in said Trust Agreement, together with their successors selected in the manner provided therein. The Company agrees to be bound by all actions taken by said Trustees pursuant to the powers granted them by the Trust Agreement.

10. Nothing in this collective bargaining Agreement shall authorize the Board of Trustees to increase the amount of contributions required to be paid by the Company pursuant hereto, to extend the period for which the contributions shall be made or to authorize the Board of Trustees to bind the Company in any manner inconsistent with the terms of this collective bargaining Agreement or the Trust Agreement.

11. The Company shall contribute to the Pension Fund, as provided herein, only if said con-

tributions are deductible by the Company for federal income tax purposes. The Company shall participate in the Pension Fund only if such participation or the continuation thereof shall not impair the Pension Fund's qualification under applicable Internal Revenue Code provisions and Internal Revenue Service rulings and regulations.

12. This Pension Article shall remain in effect during the term of this collective bargaining Agreement and any extensions, renewals or modifications thereof and the terms hereof shall not be amended without the express written consent of the Trustees of the Pension Fund, provided, however, that nothing herein contained shall limit the right of the Trustees to terminate participation of the employees covered hereunder in the Pension Fund on account of the Company's failure to make contributions or as otherwise provided in the Trust Agreement or Pension Plan, and further provided, that nothing herein contained shall limit the right of the Company and the Local Union to terminate participations in the Pension Fund, subject to the terms of the then existing Trust Agreement and Pension Plan.

13. If for any reason, the Company's participation in the Pension Fund is terminated, then the Company shall pay the contributions herein required to a qualified pension plan upon which the Company and the Union shall agree, or, in the event agreement is not reached, the disposition of such payments shall be determined in accordance with the grievance procedures herein contained.

14. Execution of this Schedule by representatives of the Company and the Local Union hereby indicated its incorporation into the collective bargaining Agreement between the Company and the Local Union effective November 3, 1968 execution of this Schedule by representatives of the Company, Local Union and the Trustees indicates acceptance of the employees covered hereunder for participation in the Fund by the Trustees and also indicates agreement by the Company, Local Union and Trustees to the terms and conditions recited above regarding the participation of said employees, the Company and the Local Union in the Fund.

IN WITNESS HEREOF, the Company and the Local Union have caused this schedule to be executed on their behalf by duly authorized officers.

FOR THE EMPLOYER
THE GREAT ATLANTIC & PACIFIC
TEA COMPANY, INC.
INDIANAPOLIS/LOUISVILLE DIVISION

Robert T. Blade
Robert R. Marshall
Date: 5-12-78

FOR THE UNION
AMALGAMATED MEAT CUTTERS &
BUTCHER WORKMEN OF NORTH
AMERICA, LOCAL NO. 227

William R. Ballinger
Date: 5-5-78

April 14, 1978

Mr. William R. Ballinger
President
A.M.C. & B.W. Union Local 227
2140 Dixie Highway
Louisville, Ky. 40210

Dear Mr. Ballinger:

An Agreement exists between The Great Atlantic & Pacific Tea Company, Inc., Louisville Division and the Amalgamated Meat Cutters & Butcher Workmen of North America, Local 227, Affiliated with the A.F.L.-C.I.O. which was effective October 30, 1977 and continues through October 25, 1980.

As a result of our negotiations an agreement was reached pertaining to the following items:

1) Health & Welfare; Early Retirement

The Company agrees to provide hospital and surgical coverage for eligible employees and their dependents for those employees who elect early retirement. The coverage to be continued until the retired employee's death or is eligible for Medicare. Coverage to continue for employee's spouse until spouse remarries, obtains insurance coverage as a result of employment or becomes eligible for Medicare.

The coverage will not include the following benefits:

- a. Maternity
- b. Weekly accident and sickness
- c. Dental
- d. Vision
- e. Accidental death & dismemberment
- f. Life insurance

The cost of this insurance shall be \$42.50 per month for the first contract year and not more than a 15 percent increase in each of the next two contract years. These provisions are subject to the approval of the trustees of the fund.

2. Health & Welfare -

Pension; Extended Coverage:

The Company agrees to make Pension and Health and Welfare contributions for certain part time employees employed prior to January 1, 1975 who are available to work not less than 28 (twenty-eight) hours and up to 40 (forty) hours per week on a continuing basis.

The attached list of names represent those employees on which contributions are to be made.

Contributions will be discontinued as of the first of the month immediately following the employee's ceasing to be available to work twenty-eight (28) to forty (40) hours per week on a continuing basis.

3. Other Provisions:

This understanding applies only to those employees on the attached list who were hired on or before December 31, 1974.

This provision becomes effective for contributions paid for the month of April 1978.

All conditions and provisions of the Health & Welfare Article (XVI) and the Pension Article (Appendix "B") shall apply to these employees except the eligibility provisions as set forth above.

If you are in agreement with the understanding reflected above, please sign in the space provided below.

Very truly yours,
R. R. Marshall
Director Personnel

FOR THE COMPANY:
Robert R. Marshall
Date: 5-5-78

FOR THE UNION:
William R. Ballinger
Date: 5-5-78

6178-00261735012-02

Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor



6854

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

O.M.B. No. 44-R0003
App. exp. March 31, 1980

April 11, 1979

Secretary-Treasurer
Amalgamated Meat Cutters and Butcher Workmen
of North America
2140 Dixie Highway
Louisville, Kentucky 40410

APR 19 1979-R

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s): **With the Louisville Unit of The Great Atlantic and Pacific Tea Company, Inc. and your locals #227, #99, #405, and #452.** The agreement we have on file expired October 1977.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Julius Shiskin
JULIUS SHISKIN
Commissioner

P-6-81
CSC

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1800
2. Number and location of establishments covered by agreement 42
3. Product, service, or type of business Retail Grocery
4. If your agreement has been extended, indicate new expiration date 10-25-80

Melvin E. Knapp Sec-Treas
Your Name and Position

502-778-4455
Area Code/Telephone Number

2140 Dixie Highway
Address

Louisville, Ky 40210
City/State/ZIP Code